BANGALORE WATER SUPPLY

AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD

BANGALORE - 560009

Telephone: 91-80-22945108 Fax: 91-80-22945108

Through E-Procurement

RESPONSE TO QUERIES

For

Design, Build, Finance, Supply, Install, Operate, Maintain and Transfer Biogas Purification and Compression Systems for a Concession Period of 21 Years under Public Private Partnership mode within BWSSB jurisdiction across Bangalore, Karnataka

June 2026

Office of the Chief Engineer (Innovative Project, Research & Development)

BANGALORE WATER SUPPLY & SEWERAGE BOARD

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SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
1.	RFP	16	1.2 (d)	Battery Limit	We understand that Authority will provide Raw Biogas from the existing plant at our allocated battery limit of Plant capacity.	Tender conditions prevail
2.	RFP	16	1.2 (h)	Project description	We understand that the concessionaire shall pay a fee to BWSSB for the raw biogas supplied from the STPs to the Bio-CNG plants based on MMBTU of raw biogas. Request you to kindly provide the methodology/formula for MMBTU conversion calculation from raw biogas. Also, we understand this measurement will be done through a flow meter installed by BWSSB. Please confirm.	Tender conditions prevail
3.	RFP	16	1.2 (h)	Processing Fee	We request the Authority to consider m3 per day (m3/d) as the unit of measurement for the processing fee, as Raw Biogas is generally measured in m3/d.	Tender conditions prevail
4.	RFP	16	1.2	Approach Road / Encumbrances	We request the Authority to include, within its scope, an approach road from the nearest link road to the plant plot for material movement and to provide an encumbrance-free site.	Tender conditions prevail
5.	RFP	16	1.2	Electric Power	We request the Authority to consider operation power (Permanent connection) in their scope for both Construction and Operation.	Tender conditions prevail
6.	RFP	17	Cl. 2.5	Evaluation Methodology	Please confirm whether technical evaluation is pass/fail and no technical scoring system will be applied.	Tender conditions prevail
7.	RFP	18	Cl. 2.10	Financial Proposal	Please clarify whether the quoted Processing Fee shall remain fixed for the entire concession period.	Tender conditions prevail
8.	RFP	20	Cl. 3.1(a)(iv)	Joint Bidding Agreement	Please confirm whether the prescribed JBA format can be modified to align with internal corporate governance requirements.	Tender conditions prevail. The ownership pattern shall be as per the Concession Agreement.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
9.	RFP	20	Cl 3.2.2	**Lock-in Restrictions and Change in Control** The Selected Bidder shall hold at least: (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.	The Selected Bidder shall hold at least: (i) 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire till the attainment of Commercial Operations Date (COD).	Tender conditions prevail.
10.	RFP	20	3.2.2	Lock-in Restrictions and Change in Control	The Selected Bidder/Consortium Members are required to maintain the specified minimum equity participation during the Concession Period. In this regard, we request the Authority to kindly clarify and confirm whether a lock-in period of three (3) years from the Commercial Operation Date (COD) may be considered, post which the Members of the Concessionaire (including the Lead Member and other Consortium Members) shall be permitted to exit, dilute, or transfer their shareholding, subject to prior approval of the Authority. Please confirm.	Tender conditions prevail.
11.	RFP	20	Cl 3.2.3	following conditions with respect to the Concessionaire: the Consortium shall cumulatively hold at least (i) [51% (fifty one percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period;	If the Selected Bidder is a Consortium, then the Members are required to comply with the following conditions with respect to the Concessionaire: the Consortium shall cumulatively hold at least (i) [51% (fifty one percent)] of the total Equity Contribution and voting rights of the Concessionaire till COD;	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
12.	RFP	20	Cl 3.2.3	(a) without prejudice to Clause 3.2.3(a) above, i) the Lead Member shall hold not less than [26% (twenty six percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period; and each Members, whose Technical Capacity, Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.	b) without prejudice to Clause 3.2.3(a) above, (i) the Lead Member shall hold not less than [26% (twenty six percent)] of paid up share capital and voting rights of the Concessionaire till the completion of 3 years from the COD; and each Members, whose Technical Capacity, Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total paid up share capital and voting rights of the Concessionaire till the completion of 3 years from the COD.	Tender conditions prevail.
13.	RFP	22	3.6 (c)	Other Eligibility Criteria	We submit that various High Court has made their comment that seeking the debarment, non - performance details of bidder for the past years and awarding contract is fair, illegal and arbitrary. We request the authority the modify the clause 3.6 (c) as mentioned below to have a fair and mutual participation: *(a) In the 3 (three) Accounting Years immediately preceding the Bid Due Date, the Bidder, including any Member whose Technical Capacity or/and Financial Capacity is being*	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					relied upon to qualify for award of the Project has not: failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member and the Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted, as the case may be has been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or *(i) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member, as the case may be.* *(ii) As on date of submission of bid, blacklisted from any project or contract by the*	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					GoI or any state government, or its instrumentalities. *(iii) If a Bidder or Member has entered into a contract for operation of the KPPP, which is currently valid and subsisting, then such Bidder will not be eligible to submit a Bid.*	
14.	RFP	23	4.1.1	Technical Criteria	If the bidder already possesses valid work completion certificates issued by clients, kindly clarify whether submission in the exact format prescribed under Annexures is mandatory.	Tender conditions prevail.
15.	RFP	23	4.1.1 & 4.1.2	Technical criteria	We have prior experience in construction and operation of biogas handling facilities and conversion of biogas into electricity. Accordingly, we understand that the requirement related to compliance with "*CBG Output standards equivalent to or better than BIS 16087:2016*" may not be applicable for such projects. Kindly clarify.	Tender conditions prevail.
16.	RFP	25	4.2, notes	Bidder shall submit an undertaking in a form of an affidavit	Please provide us the format of undertaking and affidavit of 100 Rs Stamp paper is acceptable	Tender conditions prevail.
17.	RFP	26	4.5 (a) & (i)	Financial Criteria	As on date, the financial figures for FY 2025-26 for most bidders are yet to be audited. Hence, we request BWSSB to kindly consider the audited financial figures for FY 2024-25, 2023-24, 2022-23, 2021-22, and 2020-21 for all financial qualification/Criteria references mentioned in the tender. Kindly confirm.	Kindly refer to Addendum-I.
18.	RFP	26	Cl 4.5	(b) If the Bidder is a Consortium, then the Net Worth, as specified in	As the funding requirement for the project will be getting over by COD, we request to modify the clause in the following manner;	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Clause 3.2.3 above and may be demonstrated cumulatively, i.e., the Consortium as a whole can meet the requirement. Provided that, if the Bidder is subsequently declared the Selected Bidder, then the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than [26% (twenty six per cent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.	(b) If the Bidder is a Consortium, then the Net Worth, as specified in Clause 3.2.3 above and may be demonstrated cumulatively, i.e., the Consortium as a whole can meet the requirement. Provided that, if the Bidder is subsequently declared the Selected Bidder, then the Member(s) of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, must hold not less than [26% (twenty six per cent)] of the paid up capital and voting rights of the Concessionaire till the COD.	
19.	RFP	35	16.1	Performance Security	We understand from the provisions of the Bidding Documents and draft Concession Agreement that the Performance Security is required to be furnished in the name of the Concessionaire. However, it is submitted that the Concessionaire, being a Special Purpose Vehicle (SPV) incorporated subsequent to award, may not have established banking arrangements, credit lines, or sufficient financial standing at the stage of execution of the Concession	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Agreement. Typically, the Concessionaire's financial strength and operational cash flows are expected to materialize only post Commercial Operation Date (COD). In line with the standard practice followed under various Concession Agreements (CA), the Performance Security is generally permitted to be furnished by the Selected Bidder / Consortium Members on behalf of the Concessionaire, especially during the initial project phase. Further, we request that **Schedule D and Schedule E** be suitably amended to explicitly recognize and reflect the above arrangement. We request the Authority to kindly consider and incorporate the above clarification.	
20.	RFP	36	19	Bid due date	We request Authority to provide Four weeks for tender submission after providing the Prebid query response.	Kindly refer Addendum-I.
21.	RFP	37	21.1 (h)	details of annual construction turnover in Annexure 5B;	In Annexure 5B Format, Total value of civil engineering construction works executed and payments. We request Authority to consider Annual Construction Turnover. Please confirm.	Tender conditions prevail.
22.	RFP	37	21.1 (k)	unconsolidated audited annual accounts of the Bidder (including profit and loss statements) for the Accounting Year immediately preceding the Bid Due Date.	In Annexure 5B Format, "in the last five years with supporting balance sheets, profit/loss statement along IT filing of all individual years.". We request Authority to consider last audited Accounts. Please confirm.	Tender conditions prevail.
23.	RFP	37	21.1 (m) & 27	Approach Note, Technical Proposal	We understand that the details asked in the technical proposal can be shared after award of the project. In bidding stage only	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					approach methodology will be submitted by the bidder. Please confirm.	
24.	RFP	38	25.8	It is clarified that the Bidder will not be required to submit a hard copy of the Technical Proposal (except for hard copies of the original power of attorney)	We understand that, Bidder has to submit only POA (hard copy). Please confirm. Also, we request Authority to provide 5 working days to submit the Hard copy after the bid submission date.	Tender conditions prevail.
25.	RFP	41	Cl. 30	Financial Evaluation	Kindly confirm that the bidder offering the Highest Processing Fee shall be declared the Preferred Bidder irrespective of technical strengths beyond qualification requirements.	Tender conditions prevail.
26.	RFP	49	Form TS 1	Technical Data Sheet	We understand that the details required to be submitted by the bidder in the Technical Data Sheet (TDS) are indicative in nature and may undergo changes during the detailed engineering stage of the project. However, the bidder shall ensure compliance with the output CBG parameters/specifications as stipulated in the tender document. Kindly confirm.	Tender conditions prevail.
27.	RFP	57	9	ANNEXURE 1 - FORMAT OF BID LETTER	We request to modify as mentioned below to have mutual and fair participation: *1. We certify that in the 3 (three) Accounting Years immediately preceding the Bid Due Date, we or any Member of our Consortium whose Technical Capacity or Financial Capacity is being relied upon to qualify for award of the*	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Project has not been affected by any of the following circumstances: *(i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member as the case may be, on account of failure to perform any contract; Provided that failure to perform any contract / Nonperformance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted* *(ii) been expelled from any project or contract by the GoI or any state*	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					government, or its instrumentalities; or *(iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.*	
28.	RFP	78	Annexure 7	Processing Fee	In KPPP portal, Grant + or Premium – is mentioned. We understand that, bidder has to quote selecting Grant + . Kindly Clarify.	The sole financial bid parameter for this tender is the Processing Fee per MMBTU of Raw Biogas (in INR, excluding GST) that is payable by the Concessionaire to the Authority (BWSSB). This Processing Fee shall be quoted by every bidder strictly as a Premium, , i.e., an amount the bidder shall pay to the Authority per MMBTU. The quote shall be an absolute rate in INR per MMBTU only and not a percentage. The "Grant" option, as displayed in the e-procurement financial bid form, shall not be applicable for this tender and shall not be exercised by the bidders while submitting the bid. Any financial bid submitted as a "Grant" (i.e., an amount sought by the bidder from the Authority) would be construed as contrary to the nature of this PPP project and shall be treated as non-responsive and liable to rejection. The financial bid shall be evaluated solely on the quoted "Processing Fee in INR per

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
						MMBTU, excluding GST". No quantity multiplication, escalation, or notional projection shall be applied; the quoted per-MMBTU rate shall itself be the basis of evaluation. Applicable GST on actual shall be payable by the Concessionaire.
29.	RFP	78	Annexure 7	Processing Fee	We understand that Bidder to quote price for Raw Biogas excluding GST, as per KPPP portal. Please confirm.	The sole financial bid parameter for this tender is the Processing Fee per MMBTU of Raw Biogas (in INR, excluding GST) that is payable by the Concessionaire to the Authority (BWSSB). This Processing Fee shall be quoted by every bidder strictly as a Premium, , i.e., an amount the bidder shall pay to the Authority per MMBTU. The quote shall be an absolute rate in INR per MMBTU only and not a percentage. The "Grant" option, as displayed in the e-procurement financial bid form, shall not be applicable for this tender and shall not be exercised by the bidders while submitting the bid. Any financial bid submitted as a "Grant" (i.e., an amount sought by the bidder from the Authority) would be construed as contrary to the nature of this PPP project and shall be treated as non-responsive and liable to rejection. The financial bid shall be evaluated solely on the quoted "Processing Fee in INR per MMBTU, excluding GST". No quantity multiplication, escalation, or notional projection shall be applied; the quoted per-

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
						MMBTU rate shall itself be the basis of evaluation. Applicable GST on actual shall be payable by the Concessionaire.
30.	RFP	78	Annexure 7	Processing Fee	We request the Authority to consider m3 per day (m3/d) as the unit of measurement for the processing fee, as Raw Bio gas is generally measured in m3/d.	Tender conditions prevail.
31.	RFP	79	Annexure 8	Self-declaration with respect to blacklisting	We request to modify the self declaration of blacklisting as mentioned below to have parallel consistency through out the tender: "I/We hereby declare that as on date of submission of bid we are not blacklisted / debarred / suspended /demoted in any department in Karnataka or in any state or the Government of India due to any reasons."	Tender conditions prevail.
32.	CA	8	Definition	Change in Law It is clarified that Change in Law shall not include: (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Concessionaire; or (ii) any withdrawal of, or any amendment to the CBG-CNG Synchro Scheme.	As any change in Income tax and the CBG-CNG Synchro Scheme will have impact in concessionaire's profitability, it is requested to bring the above aspects under the purview of Change in Law. The definition shall be modified as: It is clarified that Change in Law shall include: (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Concessionaire; or (ii) any withdrawal of, or any amendment to the CBG- CNG Synchro Scheme.	Tender conditions prevail
33.	CA	8	Definitions 1.1	Aggregate Project Cost	The definition of Aggregate Project Cost mentions at "(b) the actual capital cost of the Project on the COD". Kindly clarify	Tender conditions prevail. Interest during construction shall be included in the project cost calculation.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					a) which components shall be included / excluded for calculation of actual capital cost of the Project. Will this be based on CA certificate? b) We presume that interest during construction and other associated direct costs shall be included. Kindly confirm. If project is funded 100% through equity and there is no debt involved, we believe that point (a) (the capital cost of the Project, as set forth in the Financial Package) shall be considered as Not Applicable and only point (b) shall be considered. Kindly confirm.	
34.	CA	11	Definitions	Debt Due	The definition of Debt Due provides for a ceiling of 45% for the Debt as a part of the Project Cost. Whereas for such PPP projects, the optimum Debt:Equity ratio for the purposes of maximising the Equity IRR goes upto 75:25. Requesting you to kindly consider increasing the Debt limit threshold to 75% of the Project Cost for the purpose of calculating Debt Due.	Tender conditions prevail.
35.	CA	11	Definition	Concessionaire Payments means the payments to be made by the Concessionaire to the Authority in the form of the Processing Fee, Concession Fee, revenue from sale of By-Products or any other amount due to the Authority in pursuance of this Agreement.	We understand the bidding parameter for the project is highest processing fee offered to the Authority. Please confirm	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
36.	CA	15	Definition	Equity Contribution	Equity Contribution definition mentioned Cap in accordance with Clause 4.2 (i) but there is no Cap provided in the said Clause – Need Clarity on Cap of Equity and balance funding excluding debt 45% of Project Cost	Tender conditions prevail.
37.	CA	16	1.1	Definitions Financial Model	If the Project is funded 100% by Equity, there shall not be any Lenders. In such case, what shall be considered as the Financial Model, since there shall be no adoption of Financial Model by any Lenders?	Tender conditions prevail. In such case, Financial Model shall be construed as applicable to the particular financing mechanism.
38.	CA	16	1.1	Definitions Financing Documents	If the Project is funded 100% by Equity, there shall not be any Lenders. In such case, what shall be considered as the Financing Documents, since there shall be no financial assistance sought from any Lenders?	Tender conditions prevail. In such case, Financing Documents shall be construed as applicable to the particular financing mechanism.
39.	*Blank in doc.*					
40.	CA	23	Definition	Subordinated Debt (b) all accrued interest on the debt referred to in sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to [5% (five per cent)] above the bank rate in case of loans denominated in Indian Rupees and lesser of the actual interest rate and six-	Shall be modified as: (b) all accrued interest on the debt referred to in sub-clause (a) above but restricted to the lesser of actual interest rate in case of loans denominated in Indian Rupees and the loans expressed in foreign currency, but does not include any interest that had fallen due [1 (one)] year prior to the Hand-back Date, provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				month SOFR (Secured Overnight Financing Rates) plus [2% (two per cent)] in case of loans expressed in foreign currency, but does not include any interest that had fallen due [1 (one)] year prior to the Hand-back Date, provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.	after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
41.	CA	26	1.4 (c)	order of priority	We understand that (i) this agreement & (ii) the Schedules to this Agreement means including the written clarifications and addendum. Please confirm	Tender conditions prevail. Please refer to the definition of Bidding Documents.
42.	CA	31	4.2 (a)	provide the Performance Security to the Authority;	We understand from the provisions of the bidding Documents and the Draft Concession Agreement that Performance Security is required to be furnished in the name of the Concessionaire. However, it is submitted that the Concessionaire, being a Special Purpose Vehicle (SPV) incorporated subsequent to award, may not have established banking arrangements, credit lines, or sufficient financial standing at the stage of execution of the Concession Agreement. Typically, the Concessionaire's financial strength and operational cash flows are expected to materialize only post Commercial Operation Date (COD). In line with the standard practice followed under various Concession Agreements (CA), the Performance Security is generally permitted to be furnished by the Selected Bidder / Consortium Members on behalf of the Concessionaire, especially during the initial project phase. (a) Further, we request that **Schedule D and Schedule E** be suitably amended to explicitly recognize and reflect the above arrangement. We request the Authority to kindly consider and incorporate the above clarification.	Tender conditions prevail.
43.	CA	31	4.3 (g)	facilitate the Concessionaire in	Since the assets belong to the Authority and are located within the existing STP premises, we request the Authority to	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				obtaining all Concessionaire Applicable Permits	obtain the required approvals and permits from the statutory bodies. The Concessionaire will facilitate and support the Authority in this process. Please confirm.	
44.	CA	31	4.3 (h)	Concessionaire shall remain liable to obtain the connections for electricity and water supply and pay for the use of such utilities.	Since the plant facility will be located within the existing STP site, we request the Authority to arrange the electricity and water connections and bear the associated utility charges during both the construction and concession periods. Please confirm.	Tender conditions prevail.
45.	CA	31 of 217	4.2 (a)	provide the Performance Security to the Authority;	We understand from the provisions of the Bidding Documents and draft Concession Agreement that the Performance Security is required to be furnished in the name of the Concessionaire. However, it is submitted that the Concessionaire, being a Special Purpose Vehicle (SPV) incorporated subsequent to award, may not have established banking arrangements, credit lines, or sufficient financial standing at the stage of execution of the Concession Agreement. Typically, the Concessionaire's financial strength and operational cash flows are expected to materialize only post Commercial Operation Date (COD). In line with the standard practice followed under various Concession Agreements (CA), the Performance Security is generally permitted to be furnished by the Selected Bidder / Consortium Members on behalf of the Concessionaire, especially during the initial project phase.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Further, we request that **Schedule D and Schedule E** be suitably amended to explicitly recognize and reflect the above arrangement. We request the Authority to kindly consider and incorporate the above clarification.	
46.	CA	32	4.2 (i)	Concessionaire Precedent	Timeline for achieving financial close is not provided	Tender conditions prevail.
47.	CA	33	4.5 a)	(a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 60 (sixty) days from the Appointed Date (the	(b) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 180 days (one hundred and eighty) days from the Appointed Date (the **Scheduled CP Completion Date**).	Tender conditions prevail.
48.	CA	33	5.10	**Obligations relating to Change in Ownership** (b) Change in Ownership Restrictions (i) The Concessionaire shall ensure that the Selected Bidder holds at least: 51% (fifty one percent) of the total Equity Contribution and voting rights of	The clause shall be modified as: (b) Change in Ownership Restrictions (i) The Concessionaire shall ensure that the Selected Bidder holds at least: 51% (fifty one percent) of the total Equity Share Capital and voting rights of the Concessionaire till the COD during the Concession Period; OR	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				the Concessionaire during the Concession Period; OR (ii) The Concessionaire shall ensure that Members of the Selected Bidder, being the shareholders of the Concessionaire, comply with the following ownership restrictions: (A) the consortium shall cumulatively hold not less than [51% (fifty one percent)] of the total Equity Contribution and voting rights of the	(ii) The Concessionaire shall ensure that Members of the Selected Bidder, being the shareholders of the Concessionaire, comply with the following ownership restrictions: (A) the consortium shall cumulatively hold not less than [51% (fifty one percent)] of the total Equity Share Capital and voting rights of the Concessionaire till the COD; (B) the Lead Member shall hold not less than [26% (twenty six percent)] of the total Equity Share Capital and voting rights of the Concessionaire till the completion of 3 years from the COD; and the Member, whose Technical Capacity or Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total Equity Share Capital and voting rights of the Concessionaire till the completion of 3 years from COD.	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Concessionaire during the Concession Period; (B) the Lead Member shall hold not less than [26% (twenty six percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period; and the Member, whose Technical Capacity or Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period		

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
49.	CA	34	4.6	Consequences of failure to satisfy Conditions Precedent	We request the Authority to apply a uniform LD of 0.2%. However, since 0.2% per week is significantly high (approximately Rs.1 lakh per week), we further request that it be reduced to 0.05%. Please confirm.	Tender conditions prevail.
50.	CA	40	5.10 (b)	Change in Ownership Restrictions	In place of equity contribution, Concessionaire has to maintain Paid up Share Capital of 26%. Also, 51% of Paid-up Share Capital till COD and 26% post COD till 3 Years from COD and Post 3 Years exit will be available to Concessionaire	Tender conditions prevail.
51.	CA	40	5.10	Obligations relating to Change in Ownership	Post construction completion, a period of 2 to 3 years is considered as the stabilization phase during which project starts performing at the optimum level in all aspects. While the Successful Bidder is a champion for construction and stabilization phase, there are other entities who specialize in operating the project in the O&M Phase. Hence, presence of Successful Bidder throughout the Concession Period isn't needed and should be allowed to exit the project after 3 years from the COD. Accordingly, kindly modify the provisions as follows: *(a) [The Concessionaire shall ensure that the Selected Bidder holds at least 51% of the total Capital and voting rights of the Concessionaire until the COD, and at least 26% of the total Capital and voting rights of the Concessionaire until 3 years after the COD.* *After the expiry of 3 years from the COD, the Selected Bidder can exit the Concessionaire, subject to: (i) the entity acquiring the shareholding of the Selected*	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Bidder in the Concessionaire meeting the O&M qualification criteria set out in the RFP; or (ii) the Concessionaire appointing an O&M contractor who complies with the technical qualification criteria set out in the RFP.] *OR* *(a) [The Concessionaire shall ensure that Members of the Selected Bidder, being the shareholders of the Concessionaire, comply with the following ownership restrictions: i. the Lead Member shall hold at least 26% of the total Capital and voting rights of the Concessionaire until 3 years after the COD; and ii. any Member of the Consortium, other than the Lead Member, whose Technical Capacity or Financial Capacity is being assessed, shall hold at least 26% of the total Capital and voting rights of the Concessionaire until 3 years after the COD. After the expiry of 3 years from the COD, the Lead Member and other Members can exit the Concessionaire, subject to: (A) the Member who demonstrated the O&M experience for the purposes of qualification continuing to be part of the Concessionaire; or (B) the entity acquiring the shareholding of the Lead Member / any other Member in the Concessionaire meeting the O&M qualification criteria set out in the RFP; or (C) the Concessionaire appointing an O&M contractor who complies with the*	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					O&M qualification criteria set out in the RFP.] *(b) The Concessionaire shall ensure that the change in ownership restrictions set out in Clause 12.2(a) are incorporated in the articles of association of the Concessionaire.* *If, any Associate, whose credentials were taken into consideration for determining Technical Capacity, ceases or will cease to be an Associate of the [Selected Bidder / Member], then, the Concessionaire shall seek the approval of Authority for such occurrence along with all relevant details. While Authority shall not unreasonably withhold or delay such approval, the decision of Authority will be final in this regard. If Authority is of the view that such occurrence is likely to affect the Technical Capacity of the Concessionaire to undertake the Project, then Authority may treat such occurrence as a Concessionaire Event of Default, in which case the consequences set out in Article 16 shall follow.* *(d) If, at any time after the expiry of 3 years from the COD, the [Selected Bidder / any Member] is proposed to be replaced by an entity that meets the O&M qualification criteria set out in the RFP or the Concessionaire proposes to appoint an O&M contractor to meet the change in ownership condition set out in Clause 12.2(a), then the Concessionaire shall submit a proposal to Authority with details of the proposed*	

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					shareholder / O&M contractor, for its approval. The proposal should demonstrate to the satisfaction of Authority that the Concessionaire or the proposed O&M contractor meets the O&M qualification criteria specified in the RFP. *Within 15 days of receipt of a proposal from the Concessionaire, Authority shall notify the Concessionaire of its approval or rejection (along with reasons) of the proposed shareholder / O&M contractor.* *The approval of the proposed shareholder / O&M contractor by Authority shall be at Authority's sole discretion.* *If Authority does not notify its approval or rejection of the proposed shareholder / O&M contractor within 60 days of the receipt of the proposal from the Concessionaire, then such proposed shareholder / O&M contractor will be deemed to be approved by Authority.*	
52.	CA	49 of 217	9.1	Performance Security And O&M Security	We understand from the provisions of the Bidding Documents and draft Concession Agreement that the Performance Security is required to be furnished in the name of the Concessionaire. However, it is submitted that the Concessionaire, being a Special Purpose Vehicle (SPV) incorporated subsequent to award, may not have established banking arrangements, credit lines, or sufficient financial standing at the stage of execution of the Concession Agreement. Typically, the Concessionaire's financial strength and operational cash flows are expected to materialize only post Commercial Operation Date (COD).	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					In line with the standard practice followed under various Concession Agreements (CA), the Performance Security is generally permitted to be furnished by the Selected Bidder / Consortium Members on behalf of the Concessionaire, especially during the initial project phase. Further, we request that **Schedule D and Schedule E** be suitably amended to explicitly recognize and reflect the above arrangement. We request the Authority to kindly consider and incorporate the above clarification	
53.	CA	49	9.1	Performance Security And O&M Security	We understand from the provisions of the Bidding Documents and draft Concession Agreement that the Performance Security is required to be furnished in the name of the Concessionaire. However, it is submitted that the Concessionaire, being a Special Purpose Vehicle (SPV) incorporated subsequent to award, may not have established banking arrangements, credit lines, or sufficient financial standing at the stage of execution of the Concession Agreement. Typically, the Concessionaire's financial strength and operational cash flows are expected to materialize only post Commercial Operation Date (COD). In line with the standard practice followed under various Concession Agreements (CA), the Performance Security is generally permitted to be furnished by the Selected Bidder / Consortium Members on behalf of the Concessionaire, especially during the initial project phase.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Further, we request that **Schedule D and Schedule E** be suitably amended to explicitly recognize and reflect the above arrangement. We request the Authority to kindly consider and incorporate the above clarification	
54.	CA	49	9.1	Performance Security And O&M Security	Given that the selected bidder will make the full project investment and generate the project revenue, we request the Authority to reduce the performance security to INR 2 crore. Please confirm.	Tender conditions prevail.
55.	CA	56	11	Utilities, Associated Roads and Trees	We request the Authority to include, within its scope, an approach road from the nearest link road to the plant plot for material movement and to provide an encumbrance-free site.	Tender conditions prevail.
56.	CA	59	13	Independent Engineer.	We understand the Independent Engineer Fee will be paid by Authority. Please confirm.	Tender conditions prevail.
57.	CA	60	14.2	(a) Project Execution Plan	It is provided that "Within 1 (one) month from the Appointed Date, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer a Project Execution Plan in accordance with the requirements set out in Technical Specification." Since timely approval of Project Execution Plan is critical and involves the Independent Engineer, kindly ensure appointment of Independent Engineer by / before the Appointed Date.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
58.	CA	61	14.2	Project Execution Plan, DPR and Designs and Drawings	We understand that the Concessionaire is required to submit only the documents relevant to this project, excluding documents such as demand assessment, order-of-magnitude cost estimates, detailed cost estimates, capital investment plans, project financing details, revenue projections, and financial analysis. Please confirm	Tender conditions prevail.
59.	CA	62	14.2	**Project Execution Plan, DPR and Designs and Drawings** (b) Detailed Project Report Within 1 (one) month from the Appointed Date, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer a DPR in accordance with the requirements set out in Technical Specification.	**Shall be modified as given below** (c) Detailed Project Report Within 2 (two) months from the Appointed Date, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer a DPR in accordance with the requirements set out in Technical Specification.	Tender conditions prevail.
60.	CA	63	14.2	(c) Designs and Drawings Within 1 (one) month from the Appointed Date, the	Shall be modified as given below Within 3 (three) months from the Appointed Date, the Concessionaire shall submit 5 (Five) hard copies and 2 (two) soft copies on a USB drive of the draft Designs and	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Concessionaire shall submit 5 (Five) hard copies and 2 (two) soft copies on a USB drive of the draft Designs and Drawings to the Authority and the Independent Engineer for their review and approval.	Drawings to the Authority and the Independent Engineer for their review and approval.	
61.	CA	71	14.7	**Delay Liquidated Damages** (a) Subject to Clause 14.7(b), if the Concessionaire fails to complete the work corresponding to any Plant Milestone or fails to achieve the COD by the Scheduled COD, then the Authority shall be entitled to liquidated damages for each day of delay beyond the Plant Milestone, or, as the case may be, the Scheduled COD, at the rate of 0.25% (zero point two five per cent) of the Performance Security per day of delay, up to 6 (six) months from the relevant Plant Milestone (as per in	Shall be modified as (a) Subject to Clause 14.7(b), if the Concessionaire fails to complete the work corresponding to any Plant Milestone or fails to achieve the COD by the Scheduled COD, then the Authority shall be entitled to liquidated damages for each day of delay beyond the Plant Milestone, or, as the case may be, the Scheduled COD, at the rate of 0.05% (zero point zero five per cent) of the Performance Security per day of delay, up to 6 (six) months from the relevant Plant Milestone (as per in Schedule F), or, as the case may be, the Scheduled COD (collectively, the **Delay Liquidated Damages**).	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Schedule F), or, as the case may be, the Scheduled COD (collectively, the **Delay Liquidated Damages**).		
62.	CA	71	14.7	Delay Liquidated Damages	Rate of calculating LD i.e. 0.25% is high, we request to change to 0.1% which is in line with PPP Bids	Tender conditions prevail.
63.	CA	73	15.1	Monthly Progress Reports	Need clarification that whether this report should be prepared by concessionaire and provide or they need report done by some external consultant – in case external consultant difficult to submit within 7 days. We Suggest that if report by external consultant then it should be quarterly and prepared by LIE	Tender conditions prevail.
64.	CA	84	18.5	gas meters and chromatographs	We understand that, gas meters and chromatograph will be provided by the Authority. Please confirm.	Tender conditions prevail. The gas meters and chromatograph and all associated equipment shall be the responsibility and in the scope of Concessionaire.
65.	CA	84	18.6 (a)(vii)	the incremental profits shall be shared with the Authority on a 50:50 basis (Super Normal Profit Sharing).	Given that the selected bidder shall undertake the entire project investment and generate revenue through the transportation and delivery of CBG output to the Offtaker at its own cost including expenses related to cascades, transportation, and pipeline laying. it is proposed that any incremental profits arising therefrom shall accrue solely to the Concessionaire. Kindly confirm.	Tender conditions prevail.
66.	CA	84	18.6 and 18.7	Sale of CBG Output and By-Products Sale of By-Products	It is mentioned that "the incremental profits shall be shared with the Authority on a 50:50 basis (Super Normal Profit Sharing)."	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					a) Kindly clarify the periodicity of such calculations and payments. We presume that this will be done on an annual basis based on the audited financial accounts of the Concessionaire. Kindly confirm. Kindly confirm the time limit for making the payment from the date of determination and way ahead when the calculations are disputed by either party.	
67.	CA	85	18.7	Utilities	We suggest that similar to other PPP Jobs, Water, Electricity shall be in scope of Authority and Concessionaire get reimbursed all payments made as charges for Electricity, Water etc.	Tender conditions prevail.
68.	CA	85	18.6 (b)(vi)	the incremental profits shall be shared with the Authority on a 50:50 basis (Super Normal Profit Sharing).	Given that the selected bidder shall undertake the entire project investment and generate revenue by producing and selling of By-Products. it is proposed that any incremental profits arising therefrom shall accrue solely to the Concessionaire. Kindly confirm.	Tender conditions prevail.
69.	CA	85	18	18.7 Utilities	We request Authority to provide power, water and other utilities free of cost during construction period and concession period. Please confirm.	Tender conditions prevail.
70.	CA	94	21.1 (iv)	Key Performance Indicators	1. In case Authority not able to provide input for Plant to utilize plant capacity to 95% then the ALD is not applicable 2. Also, the Authority has to compensate the difference to Concessionaire if required input to run plant at capacity of 95% not provided by Authority	Tender conditions prevail.
71.	CA	94	21.1 (b)(i)	Availability Guarantee	The Authority is requested to provide a detailed methodology for computing Plant	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Availability, supported by an illustrative example. Further, clarification is requested on the conversion factors for translating gas quantity from m^3/day to MMBTU, including the underlying assumptions such as calorific value and gas composition. It is also noted that the energy content (MMBTU) is dependent on methane concentration and may vary between raw biogas and upgraded CBG. Accordingly, the Authority is requested to specify the standard reference conditions and parameters to be adopted for evaluation.	
72.	CA	94	21.1.(b)(ii)	Availability	We request the Authority to kindly clarify and confirm that, while computing the Availability of the Plant Infrastructure, the following conditions— being beyond the control of the Concessionaire— shall also be considered as exclusions and the Plant shall be deemed unavailable during such periods: 1. Any power outage or grid failure not attributable to the Concessionaire. 2. Non-availability of Raw Biogas in required quantity. 3. Non-availability of Raw Biogas meeting the specified/desired quality parameters. 4. Force Majeure events. 5. Pandemic or epidemic conditions (including but not limited to COVID-19 or similar situations).	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					6. Non-demand or absence of offtake requirement. 7. Plant preventative or breakdown maintenance. 8. Annual shutdown maintenance 15 days / annum. We request that the above conditions be explicitly included in Clause (ii) for avoidance of doubt	
73.	CA	84 & 85	18.1	**Sale of CBG Output and By-Products** Sale of CBG Output (vii) The Concessionaire shall be required to maximize revenue streams from the sale of CBG Output to achieve financial viability. Provided that if the returns from the sale exceed the threshold of equity internal rate of return beyond what was agreed between the Concessionaire and the Authority, based on the Concessionaire's	Shall be modified (vii) & (vii) The Concessionaire shall be required to maximize revenue streams from the sale of CBG Output to achieve financial viability. Provided that if the returns from the sale exceed the threshold of equity internal rate of return beyond what was agreed between the Concessionaire and the Authority, based on the Concessionaire's Financial Model, the incremental profits shall be shared with the Authority on a (75%-Concessionaire) : (25%- Authority) basis (**Super Normal Profit Sharing**).	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Financial Model, the incremental profits shall be shared with the Authority on a 50:50 basis (Super Normal Profit Sharing). Sale of By-Products (vi) The Concessionaire shall be required to maximize revenue streams from the sale of By-Products to achieve financial viability. Provided that if the returns from the sale exceed the threshold of equity internal rate of return beyond what was agreed between the Concessionaire and the Authority, based on the Concessionaire's Financial Model, the incremental profits shall be shared with the Authority on a 50:50 basis		

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				(Super Normal Profit Sharing).		
74.	CA	94 of 217	21.1.(b)(iv)	Concessionaire shall be liable to pay to Authority for Availability Liquidated Damages from O&M Security	We request the Authority to consider recovery of Liquidated Damages (LD) from the Concessionaire through adjustment by way of additional percentage charges in subsequent monthly payments made by the Concessionaire as processing fees, instead of encashment or deduction from the O&M Security. Kindly confirm.	Tender conditions prevail.
75.	CA	94 of 217	21.1.(b)(iv)	Availability Liquidated Damages	We request Authority to limit the LD for availability to maximum of 2.5 % of performance security. Please confirm.	Tender conditions prevail.
76.	CA	110	26.6	**Allocation of costs during a Force Majeure Event** For the purposes of this Clause 26.6, **'Force Majeure Costs'** mean interest payments on debt, O&M Expenses, and any increase in the cost of construction works and O&M directly attributable to the Force Majeure Event and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.	Shall be modified as: For the purposes of this Clause 26.6, **'Force Majeure Costs'** mean interest payments on debt, O&M Expenses, and any increase in the cost of construction works and O&M directly attributable to the Force Majeure Event and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant. Force Majeure Costs shall not include any debt repayment obligations or loss of profits or income. Provided however, Force Majeure Costs attributable to a Direct Political Force Majeure Event shall, in addition to the above, also include interest on the Equity Contribution which shall be equal to 16%.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Force Majeure Costs shall not include any debt repayment obligations or loss of profits or income. Provided however, Force Majeure Costs attributable to a Direct Political Force Majeure Event shall, in addition to the above, also include interest on the Equity Contribution which shall be equal to the interest payable on debt, as specified in the Financial Package/Financing Documents.		
77.	CA	120	29.1	Termination Compensation for Termination post the Effective Date (a) For an Authority Event of Default If the Agreement is terminated after the Effective Date for an Authority Event of Default, the	Shall be modified as: Termination Compensation for Termination post the Effective Date (a) For an Authority Event of Default If the Agreement is terminated after the Effective Date for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of:	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				Authority shall be liable to pay to the Concessionaire the aggregate of: (i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement; (ii) Debt Due as on the date of Termination Notice; Adjusted Net Equity	(i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement; (ii) Debt Due as on the date of Termination Notice; (iii) 125% of the Adjusted Net Equity;	
78.	CA	120	29.2 (b)	For a Concessionaire Event of Default	In case of Concessionaire event of default, there is provision of Substitution available with Authority & Lender then why Concessionaire has to pay 85% of debt due. Same shall be removed.	Kindly refer Addendum – I.
79.	CA	121	29.3	Indirect Political or Direct Political Force Majeure Event	Shall be modified as: Indirect Political or Direct Political Force Majeure Event	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
				If the Agreement is terminated as a result of an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the Authority shall be liable to pay to the Concessionaire the aggregate of: (i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement; (ii) Debt Due as on the date of Termination Notice; (iii) Adjusted Net Equity;	If the Agreement is terminated as a result of an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the Authority shall be liable to pay to the Concessionaire the aggregate of: (i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement; (ii) Debt Due as on the date of Termination Notice; (iii) 125% of Adjusted Net Equity;	
80.	CA	140	1.(a)	Undertake topographical and geotechnical surveys of the proposed sites,	We request Authority to topographical and geotechnical surveys of the proposed sites as all existing STP and in operation. Please confirm.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
81.	CA	140	1.(k)	liaison work with statutory bodies for the approvals (if any) to establish and operate the Plant Facilities;	We request Authority to seek approvals from statutory bodies, as the assets belong to the Authority and it will be in existing STP asset. Please confirm.	Tender conditions prevail.
82.	CA	163	1.4	Escrow Bank's fee	We request Authority, to bear such fee and expenses of Escrow account.	Tender conditions prevail.
83.	General	NA	NA	Plant facility / Plant infrastructure	Is that both referring to the same.	Tender conditions prevail.
84.	General	NA	NA	Revenue	If the existing STP is unable to generate or supply raw biogas to our plant/facility, the concessionaire may be unable to produce Bio-CNG through no fault of its own, which would adversely affect its revenue. In such a case, we request the Authority to clarify the compensation mechanism applicable to the concessionaire.	Tender conditions prevail.
85.	General	NA	NA	Effective Date, Appointment DD	Since the four projects are located at different sites, the Effective Date, Appointment Date, and COD may vary depending on site-specific conditions. We understand that the Authority will consider and accept COD separately for each project. Kindly confirm.	Tender conditions prevail.
86.	General	NA	NA	Project Site visit	We request Authority to permit project site visit within 1 week of post Prebid Meeting.	Tender conditions prevail.
87.	General	NA	NA	Pre-bid queries submission	We request Authority to permit submission of queries within 1 week of post Prebid Meeting.	Tender conditions prevail.
88.	General	NA	NA	Credit Rating	We request Authority to provide your latest Credit Rating (the organization and the project)	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
89.	General	NA	NA	Annual Reports	We request authority to provide your last three years Annual Reports	Tender conditions prevail.
90.	General	NA	NA	Survey	We request the authority to provide the Preliminary Studies, Surveys, Investigations and Soil Test Reports etc.	Tender conditions shall prevail. Kindly refer to Annex 5 – Gas Generation Study under Part A (Technical Specifications). Site studies shall be the responsibility of the Bidders.
91.	General	NA	NA	NA	Kindly clarify whether the approach road and access to the project site shall be under the scope and responsibility of BWSSB.	Tender conditions prevail.
92.	General	NA	NA	NA	Request you to kindly provide the existing STP inlet sewage quality parameters and flow data for the last two years.	Tender conditions prevail. Please refer to the Annexure – 5 Gas Generation Study in Part A Technical Specifications.
93.	General	NA	NA	NA	Request you to kindly provide the existing STP biogas generation quantity and quality data for the last two years.	Tender conditions prevail. Please refer to the Annexure 5 Gas Generation Study in Part A Technical Specifications. Any requirement of additional data may be obtained during the site visit to the respective STPs.
94.	General	NA	NA	NA	Kindly clarify whether BWSSB shall provide any guarantees/assurances regarding sewage quantity, sewage quality, biogas quantity, and biogas quality to safeguard the project against future operational risks.	Tender conditions prevail.
95.	General	NA	NA	NA	Request you to kindly share the available site layout drawings, land details, and soil investigation/survey reports for the respective STPs.	Tender conditions prevail. Bidders are required to undertake their own independent assessment
96.	General	NA	NA	NA	We understand that water required during both EPC and O&M stages shall be provided by BWSSB. Kindly confirm.	Tender conditions prevail. Obtaining utility connections is the responsibility of the Concessionaire.
97.	General	NA	NA	NA	We understand that electrical power supply during both EPC and O&M stages shall be under the scope of BWSSB. Kindly confirm.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
98.	General	NA	NA	NA	We understand that the final STP layout and designated Bio-CNG plant land area/layout shall be provided by BWSSB during the bidding stage. Kindly confirm.	Tender conditions prevail.
99.	General	NA	NA	NA	Kindly clarify whether the marked location for the proposed CBG plant is fixed or tentative. Also, whether bidders shall be allowed to suggest an alternative suitable location based on site assessment and optimization	Tender conditions prevail. Bidders are requested to carry out their own assessment.
100.	General	NA	NA	Plant Data	Kindly share the Allocated land details, Cad File, SBC Report, Topographical Survey, Existing Road level etc. of all the STPs	Tender conditions prevail. Bidders are requested to carry out their own assessment and prepare design documents accordingly.
101.	General	NA	NA	NA	We understand that the technology, process configuration, P&ID, equipment specifications, and equipment makes indicated in the RFP document are indicative only. Bidder shall have the flexibility to adopt the most suitable technology and process configuration to achieve the required output CBG specifications as per latest applicable standards. Kindly clarify and confirm.	Tender conditions prevail. Bidders are requested to carry out their own assessment and prepare design documents accordingly.
102.	General	NA	NA	OISD Norms	The referenced OISD standards are primarily intended for the Oil & Gas sector. Considering the limited applicability to CBG projects and the associated cost impact, kindly confirm whether deviations from the OISD norms may be permitted, subject to compliance with applicable	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					statutory regulations and equivalent safety standards	
103.	General	NA	NA	NA	We understand that the technology, process configuration, P&ID, equipment specifications, and equipment makes indicated in the RFP are indicative in nature. Bidder shall have the flexibility to select the most suitable technology and process scheme to meet the required output CBG specifications as per latest applicable standards. Kindly confirm	Tender conditions prevail. The minimum process and technical specifications are prescribed, however, subject to compliance to these requirements, the bidder can propose add on or improvised processes and related specifications subject to compliance of relevant IS and other applicable standards and applicable laws.
104.	General	NA	NA	NA	We understand that the bidder shall be allowed to sell the CBG to the respective nearby CGD entity either through cascades or CGD pipeline network, subject to availability at the respective location. We further understand that the bidder shall have the flexibility to design the plant and select the appropriate supply arrangement. Kindly confirm.	Tender conditions prevail. The related applicable permits shall be secured by the Concessionaire.
105.	General	NA	NA	NA	We understand that the concessionaire/bidder shall have the right to sell the generated CBG either to CGD companies or nearby industries, and the complete CBG sales and revenue realization rights shall remain with the bidder. Kindly confirm.	Tender conditions prevail. The applicable permits shall be secured by the Concessionaire.
106.	General	NA	NA	NA	Since this is a PPP-based project, we understand that the ownership and monetization rights of carbon credits generated from the project shall remain with the bidder/concessionaire. Kindly confirm.	Tender conditions prevail.
107.	Technical Specs Part A	Pg. 6	Cl. 3.1	Raw Biogas Quality	Kindly share the latest Raw Biogas Analysis Report for each site.(CH_4, CO_2, H_2S, O_2, moisture, siloxanes and NH_3 for each STP.)	Tender conditions prevail. Bidders are requested to carry out their own assessment and prepare designs accordingly.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
108.	Tech Specs	7	4.6, 6.6	Membrane Polishing Unit - Membrane Polishing Unit - Twostage membrane polishing unit for methane enrichment up to ≥ 99% purity.	We understand that the output CBG quality parameters should match as per the latest BIS Specification IS 16087:2025 issued by the Government of India. Given purity levels in the RFP documents are indicative only.	Tender conditions prevail.
109.	Technical Specs Part A	Pg. 6	Cl. 3.1	Siloxane Content	Kindly confirm design basis siloxane concentrations and whether siloxane removal is mandatory.	Tender conditions prevail. The raw gas will be made available on an 'as-is' basis only. Bidders are required to undertake their own assessments. The Concessionaire shall ensure compliance with all applicable standards and statutory requirements.
110.	Technical Specs Part A	Pg. 4-5	Cl. 2.1 & 2.3	Site Layout & Land Allocation	Kindly provide detailed plot plans showing exact land allocation and utility corridors at each STP.	Tender conditions prevail. Bidders are requested to visit the site of each STP and obtain the available data.
111.	Technical Specs Part A	Pg. 17 & Annexure 4	Cl. 8	CGD Connectivity	Kindly provide site-wise nearest CGD tie-in points and available pipeline capacities.	Tender conditions prevail. Bidders are requested to visit the site of each STP and obtain the available data.
112.	Technical Specs Part A	Pg. 5	Cl. 2.4	Interconnecting Pipeline	Kindly clarify responsibility and battery limits for any interconnecting Raw Biogas pipeline between K&C Valley STPs.	Tender conditions prevail.
113.	Technical Specs Part A	Pg. 4 & 6	Cl. 2.1 & 3.1	Design Capacity vs Actual Gas Availability	The Design Capacities in the Concession Agreement differ from current gas generation values indicated in Technical Specifications. Kindly confirm the guaranteed design basis and future augmentation assumptions to be considered for plant sizing.	Tender conditions shall prevail. There is no guaranteed design basis.
114.	Technical Specs Part A	5	Cl. 2.3	Expansion Provision	Please define the extent of future capacity expansion to be considered in layout and utility sizing.	Tender conditions prevail.
115.	Technical Specs Part A	5	Cl. 2.4	Battery Limits	Please provide a detailed battery limit drawing for each STP.	Tender conditions prevail. Concessionaire is required to carry out their own assessments

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
						at the time of detailed engineering design of the Plant Facilities.
116.	Technical Specs Part A	5	Cl. 2.4	Existing Biogas Holder Interface	Kindly provide details of existing biogas holders, pressure, flow and available tie-in points.	Tender conditions prevail. Bidders are requested to carry out their own assessment.
117.	Technical Specs Part A	6	Cl. 3.1	Methane Variation	What relief mechanism will apply if methane concentration falls significantly below the indicative values?	Tender conditions prevail.
118.	Technical Specs Part A	4	Cl. 2.1	Gas Measurement	Please confirm custody transfer point and measurement methodology for Raw Biogas.	Tender conditions prevail. The transfer point shall be downstream of the outlet flange on the gas delivery main from the existing gas storage infrastructure.
119.	Technical Specs Part A	17	Cl. 8.2	Meter Calibration	Who will be responsible for calibration and certification of custody transfer meters?	Tender conditions prevail. Concessionaire shall be responsible for custody and calibration of transfer meters as per the applicable standards.
120.	Technical Specs Part A	5	Cl. 2.3	Existing Underground Utilities	Kindly provide available drawings showing existing underground utilities such as water pipelines, sewer lines, electrical cables, stormwater drains and gas pipelines within the allocated plant area.	Tender conditions prevail. The available utility drawings, if any, shall be shared with the successful bidder.
121.	Technical Specs Part A	5	Cl. 2.3	Plot Demarcation	Kindly provide plot demarcation drawings showing exact battery limits and land boundaries proposed for each CBG facility.	Tender conditions prevail. Concessionaire is requested to carry out their own assessment.
122.	Technical Specs Part A	5	Cl. 2.3	Flood Level Data	Kindly provide Highest Flood Level (HFL), flood history and drainage information for each proposed site for establishing finished grade levels and plant layout.	Tender conditions prevail.
123.	General Specifications	Pg. 5-6	Cl. 2.3	Geotechnical Investigation	Please share the geotechnical investigation reports.	Tender conditions prevail. The bidder has to organize the tests by themselves and no adjustments to the Processing Fee shall be permitted irrespective of the results of such tests.
124.	General Specifications	Pg. 6	Cl. 2.8	Power Supply	Kindly confirm availability of power at each site and applicable commercial terms.	Tender conditions prevail. Bidders are requested to carry out their own assessment.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
125.	General Specifications	6	Cl. 2.8	Power Tariff	Will electricity charges be based on industrial tariff or sewage utility tariff?	Tender conditions prevail. Bidders are requested to carry out their own assessment.
126.	General Specifications	28	Cl. 16	Vendor Approval	Are equivalent vendors acceptable subject to compliance with specifications & Regulating bodies?	Tender conditions prevail.
127.	General Specifications	6	Cl. 2.8	Dedicated Feeder	Is dedicated HT/LT power infrastructure available at each site?	Tender conditions prevail. Bidders are requested to carry out their own assessment.
128.	General Specifications	14	8.1	Fire detection and Suppression	Kindly confirm the availability of a continuous water supply and adequate storage capacity for the fire suppression system, ensuring that the firefighting network remains permanently charged and pressurized at all times	Tender conditions prevail. Bidders are requested to carry out their own assessment.
129.	Part-B	11	6.3	• Minimum plant design life: 20 years. • Process equipment, mechanical, electrical, and instrumentation items: minimum 20 years. Civil structures and structural steel: minimum 50 years. Where significant dismantling is required to replace a part, such life shall not be less than 15 years.	At the bidding stage, it is difficult to provide a firm commitment on the overall plant design life. We request that compliance with applicable design codes, standards, and OEM design criteria be considered acceptable. The detailed design life assessment can be finalized during the engineering stage.	Tender conditions prevail.
130.	PART - B	28	16	Indicative / Suggested vendors List	In cases where the vendor for a particular Electro-Mechanical equipment is not listed in the PGTR shall be considered successfully completed only when total purified CBG is generated for 3 consecutive days at the agreed quality and pressure.	Tender conditions prevail. Any alternate brand or make equivalent to or better than the suggested makes may be proposed by the Bidder for approval by the Independent Engineer and Authority.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Kindly confirm bidders may consider alternative reputed vendors with demonstrated experience, established track record etc.	
131.	PART-B		14.1	Pre Commissioning and Commissioning PGTR shall be considered successfully completed only when total purified CBG is generated for 3 consecutive days at the agreed quality and pressure.	Kindly confirm the PGTR Period.	Kindly refer Addendum-1.
132.	TA Biogas	143		Performance guarantee test run PGTR of the entire plant for 72 hours.		Kindly refer Addendum-1.
133.	Part A Concession Agreement	8	6.6	CH4 Recovery - 99 - 99.5% of feed methane to membrane	The specified methane recovery of 99-99.5% may not be achievable with a conventional two-stage membrane configuration under all operating conditions. Kindly confirm the bidder may consider suitable technology that meets CBG standards as per ISO 16087:2025	Tender conditions prevail. The bidders may consider suitable technology with VPSA as minimum duly ensuring the quality of the purified CBG in compliant to IS 16087:2025.
134.	Concession Agreement			General	Kindly confirm whether land development works, approach road construction, and other associated site infrastructure works are included in the Contractor's scope of work or shall be executed by the Owner. Please also clarify the battery limits for the same.	Tender conditions prevail. The land development, approach road and associated site infrastructure as required at each plant site shall be the responsibility and in the scope of Concessionaire. The battery limits for each site for such site infrastructure would be proposed by the Concessionaire during detail design engineering stage for review and approvals in accordance of the provisions of the

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
						Concession Agreement, at the cost and risk of Concessionaire.
135.	Concession Agreement			General	Kindly confirm whether the existing H2S scrubbing system, flare unit, biogas blower, transformer, and other associated equipment can be utilized for this project. If yes, please confirm whether these existing equipment/items (H2S Scrubbing System & Biogas Blower) can be relocated (In CBG Plant) as per our plant layout and operational requirements. Further, please ensure that all such equipment is handed over in proper working condition, complete with all necessary accessories, and fit for safe and reliable operation.	Tender conditions prevail. No, the existing equipment listed shall not be available for the bidder. The bidder has to propose and install equipment as may be necessary at each site and as described in the Scope of Work and Technical Specifications.
136.	Concession Agreement			General	Kindly confirm the scope of work and battery limits for the Raw Biogas (RBG) pipeline. Specifically, please clarify whether the RBG line shall be provided up to the CBG Plant boundary/battery limit and indicate the exact point of interface along with discharge Pressure.	Tender conditions prevail. The RBG pipeline and all appurtenances required from the outlet flange of Biogas holder and up to the CBG Plant shall be the responsibility and scope of Concessionaire.
137.	Concession Agreement			General	During the site visit at K&C Valley, it was observed that construction activities are currently ongoing at the proposed CBG plant location. Therefore, kindly allocate an alternative suitable area or relocate the proposed CBG plant location to facilitate project execution.	Tender conditions prevail. Land locations suggested in the Schedule are indicative only. The Bidders are required to visit each site and undertake their own investigations and propose appropriate sites in the Design Documents.
138.	Part - A	8	4.5 & 4.6	Biogas Upgradation System & Membrane polishing system	As per the tender requirement, we understand that VPSA followed by a Membrane Unit may be considered for methane enrichment to achieve ~99% methane purity as a benchmark and the bidder may consider suitable upgradation technology as CBG standards as per ISO	Tender conditions prevail. VPSA is minimum process technology and two stage membrane also is permissible subject to the production of CBG compliant to IS 16087:2025.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					16087:2025. Therefore, kindly confirm whether we may consider a Membrane-based CO2 Removal Unit only for the proposed CBG plant design.	
139.	Concession Agreement			General	Kindly confirm whether the existing H2S scrubber will be operated and the raw biogas is given to the bidder as per the H2S content designed (200 - 250 ppm). Can bidder reply on the existing H2S scrubber in STP, else kindly specify the H2S parameters for a complete year it will be helpful for us in forecasting the H2S load down the line.	Tender conditions prevail. Operation of existing scrubber is not in the scope of the Concessionaire, and no guarantee is available on the performance of the same. The Concessionaire has to ensure required scrubbing with its own plant equipment and process technology.
140.	Concession Agreement	16-17, 94	Forced Unavailability Article 21	Feedstock Quality Risk	Please clarify the relief mechanism available if methane concentration, H2S levels or gas quality differ materially from the assumptions provided in the RFP and Technical Specifications.	Tender conditions prevail.
141.	Concession Agreement	16-17	Forced Unavailability	Feedstock Shortfall Compensation	Please confirm that reduction in Raw Biogas supply due STP plant underperformance or sludge handling failures shall be treated as force majeure and excluded from KPI calculations.	Tender conditions prevail.
142.	Concession Agreement	16-17,97	Article 22	Processing Fee During Feedstock Shortfall	Please clarify whether Processing Fee payments will continue during periods when shortfall is solely attributable to insufficient Raw Biogas supplied by BWSSB.	Tender conditions prevail.
143.	Concession Agreement	97-98	Article 22	Delayed Payment Protection	Please confirm payment timelines for Processing Fee invoices and interest payable by BWSSB for delayed payments beyond the stipulated period.	Tender conditions prevail.
144.	Concession Agreement	94-95	Article 21	Availability Guarantee Formula	Kindly provide the detailed formula, methodology and sample calculation for Availability Guarantee and KPI assessment.	Tender conditions prevail.
145.	Concession Agreement	127-128	Article 32	Change in Law Protection	Kindly confirm that changes in SATAT policy, CBG-CNG synchronization, environmental regulations, carbon markets	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					and taxation shall qualify as change in law events with corresponding economic relief.	
146.	Concession Agreement	75	Article 14	Construction Delay Relief	Please confirm that delays in land handover, statutory approvals, utility connections and Authority obligations shall entitle the Concessionaire to extension of time, compensation and relief from damages.	Tender conditions prevail.
147.	Concession Agreement	120	Article 29	Termination Compensation Methodology	Kindly provide illustrative examples showing calculation of Termination Compensation, Debt Due, Adjusted Net Equity and Authority payments under various termination scenarios.	Tender conditions prevail.
148.	Concession Agreement	28, 140-144	Art 2 & Schedule A	Exclusivity of Raw Biogas	Please confirm that the Concessionaire shall have exclusive rights over Raw Biogas generated from the identified STPs throughout the Concession Period.	Tender conditions prevail.
149.	RFP	23	4	Qualification Criteria	Is experience from foreign countries permitted to be showcased? Output standards in other countries may differ from BIS16087:2016. Kindly clarify whether such experience can qualify.	Kindly refer Addendum-1.
150.	Tech Specs CA Def. 'Receipt Point'	Tech specs-5,6; CA- 22	Clause 2.4 & 3.1	Raw Biogas – T&P Post Scrubber	The Technical Specifications (Part A, Clause 3.2) require the CBG delivery point to be at 20 bar g, and the dehumidification system outlet dew point is specified at 5°C. However, the temperature and pressure of the Raw Biogas delivered to the Concessionaire at the Receipt Point (post the STP scrubber, if any), and after the BWSSB-side storage balloon, are not defined in the bidding documents. Kindly confirm the guaranteed temperature range (°C) and pressure (mbar g or bar g) of the Raw Biogas to be delivered to the Concessionaire at the battery limit / Receipt Point, across all five STP locations	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
151.	Tech Spec Part A.	Tech Spec-6; CA- 47, 106	Clause 3.1; CA- Article 8, Article 26	Raw Biogas – Composition Guarantee	The indicative raw biogas quality table (Tech Spec Part A, Clause 3.1) carries a disclaimer that these values are 'for general guidance purposes only and are not binding on BWSSB.' The Concessionaire is however required to guarantee CBG quality to IS 16087 and pay a Processing Fee based on MMBTU of raw biogas received. Please clarify: (a) Will BWSSB provide any binding minimum quality floor for the Raw Biogas (methane %, H_2S ppm, CO_2 %) delivered at the Receipt Point? If the actual quality of Raw Biogas deviates materially from the TEFR values, what relief, if any, is available to the Concessionaire in terms of processing fee waiver, cost reimbursement, or extended concession period?	Tender conditions prevail. The raw biogas quality mentioned in Technical Specifications is indicative only based on Gas Generation Study. No guarantees are provided by the Authority to this effect. Bidders are requested to carry out their own assessment.
152.	Concession Agreement	14, 42, 94, 97	Art 6.1; Art 21.1; Art 22	Guaranteed Minimum Raw Biogas (RBG) Supply	The Design Capacities for the five STP sites total approximately 40,400 m^3/day of Raw Biogas. The Concessionaire must design, build and finance the Plant Infrastructure to this capacity and pay a Processing Fee per MMBTU received. Please clarify: (a) Is there a Minimum Guaranteed Raw Biogas (RBG) quantity (m^3/day or MMBTU/month) committed by BWSSB across each site or in aggregate for the Concession Period? (b) In the event that actual Raw Biogas supply falls below a specified threshold (e.g., below 70% of Design Capacity for a sustained period), what contractual remedy is available to the	Tender conditions prevail. The Annexure to Technical Specifications provides indicative raw biogas quantity and quality parameters.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Concessionaire (e.g., deemed revenue protection, processing fee waiver, or extension of concession period)?	
153.	Concession Agreement	43, 117,120	Art 6.1(m); Art 28.3; Art 29	STP non-functionality – Risk Allocation	The STPs are owned and operated by BWSSB and/or its STP Contractors (as defined in the CA). In the event that one or more STPs become non-functional (e.g., due to STP equipment failure, NGT/CPCB enforcement, flooding, or any reason attributable to BWSSB or its contractors), resulting in zero or severely curtailed Raw Biogas supply: (a) Will this be treated as an 'Authority Event of Default' or a 'Forced Unavailability' event under the Concession Agreement? What specific financial protection is available to the Concessionaire — e.g., suspension of Processing Fee obligation, deemed generation payment, or termination compensation? (c) Is there a minimum threshold duration (e.g., 30 or 60 days) beyond which prolonged STP failure triggers the Concessionaire's right to terminate and claim full Termination Compensation under Article 29 of the CA?	Tender conditions prevail.
154.	Concession Agreement; RFP	43	Def. 'STP Contractors' Art. 6.1(m); RFP Cl. 1	O&M Responsibility for STPs	The RFP and CA define 'STP Contractors' as parties appointed by BWSSB for treatment of sewage to NGT norms. Please confirm: (a) Who is responsible for the Operation & Maintenance of the STPs (including the anaerobic digesters / sludge digestion units that produce the Raw Biogas)? Is it BWSSB directly, a separate STP Contractor, or any other entity? (b) Are the current STP O&M contracts in place at	Tender conditions prevail. All contractual conditions of the STP Contractors fall under the purview of the Authority. Bidders may undertake their own assessment for any and such clarifications.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					all five sites? If so, what is the residual term of these contracts and what happens if these O&M contracts are not renewed during the 20-year Concession Period? (c) Will the terms of the STP O&M contracts be made available to the prospective Concessionaire prior to bid submission for due diligence?	
155.	Tech Spec; Concession Agreement	43	Cl. 2.1 & Annexure 5; CA Art. 3.2; Art. 6.1	Collaboration with STP Operator for Biogas Yield Optimization	The gas generation figures provided (Tech Spec Part A, Cl. 2.1) are based on current STP operational data. There may be significant scope to optimize the STPs' anaerobic digestion process (e.g., co-digestion, operational parameter tuning, sludge retention time adjustment) to increase Raw Biogas yield and methane content. Please clarify: (a) Will the Concessionaire be permitted to work collaboratively with the STP Contractor/BWSSB O&M team to optimize STP operations for higher biogas production? (b) If the Concessionaire invests in STP-side improvements (e.g., heating of digesters, co-digestion infrastructure), will BWSSB consider a mechanism to share the additional biogas generated? c) Will BWSSB provide formal access rights to the Concessionaire's technical team to enter the STP premises for monitoring digester performance and biogas quality on a real time basis?	Tender conditions prevail.
156.	Tech Spec Part A.	97	Cl. 2.4; Art. 22; Sec. 6.8	Battery Limits – Inlet Metering & MMBTU Measurement	The Processing Fee is payable by the Concessionaire per MMBTU of Raw Biogas received. Please clarify: (a) Who will supply, install, operate, maintain and calibrate the inlet flow metering and gas	Tender conditions prevail. The inlet flow meters and gas chromatograph are in the scope, cost and risk of Concessionaire and the calibration of all such instrumentation

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					chromatograph at the Receipt Point — BWSSB/STP Contractor or the Concessionaire? (b) In case of dispute between the inlet meter reading (at the STP boundary) and the Concessionaire's own meter, which reading will be considered the basis for Processing Fee invoicing? (c) Will a custody transfer metering arrangement with third-party calibration be mandated?	shall be done by the Concessionaire as per the applicable standards.
157.	Tech Spec Part A	4	Cl. 2.1 RFP Glossary 'Design Capacity'	Hebbal SBR Plant – Basis of Biogas Generation	The Hebbal STP (100 MLD) uses the Sequencing Batch Reactor (SBR) process, unlike the other four sites which use Activated Sludge Process (ASP) with anaerobic digestion. The indicative gas generation for Hebbal is only 2,000 m³/day (lowest among all sites) versus 7,200 m³/day design capacity listed in the Glossary. Please clarify: (a) What is the actual current gas generation at Hebbal, and does the SBR process at Hebbal include a dedicated anaerobic sludge digestion stage? (b) How is a Design Capacity of 7,200 m³/day justified for Hebbal given the TEFR gas generation data shows only 2,000 m³/day? Is there a plan to augment the Hebbal STP with sludge thickeners or digesters to achieve the stated design capacity?	Tender conditions prevail. The design capacities are stipulated based on the potential for improvement in gas enhancement. Kindly refer clause 18.11 of the Concession Agreement that permits/ encourages the Concessionaire (at its own cost and risk) to collaborate with the STP Contractors to enhance the gas quantity and quality generated.
158.	Concession Agreement	106	Art. 26.1 (b)(ii) ; Art. 28.3	Change in Law – CBGCNG Synchro Scheme	The Concession Agreement (Definitions, 'Change in Law') explicitly excludes any withdrawal or amendment to the CBGCNG Synchro Scheme from the Change in Law protections available to the Concessionaire. Since the Concessionaire's revenue model is	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					heavily dependent on the CBG offtake price and the availability of the SATAT/Synchro scheme: (a) What is the rationale for excluding CBG-CNG Synchro Scheme changes from Change in Law protection? (b) Will BWSSB consider including withdrawal or adverse modification of the Synchro Scheme as a 'Indirect Political Force Majeure Event' or an 'Authority Event of Default', providing the Concessionaire appropriate relief?	
159.	Concession Agreement	31	Art. 4.3; Art. 4.5; Art. 14.6; Cl. 14.7	COD Timeline – Relief for Pre-COD Delays Attributable to Authority	The Concessionaire must achieve COD within 12 months of the Effective Date. The Effective Date itself is contingent on fulfilment of Conditions Precedent including BWSSB granting Right of Way and approving the DPR/Construction Plan. Please clarify: (a) Will delay in satisfaction of Authority Conditions Precedent (e.g., delayed Right of Way, delayed approval of DPR) result in a corresponding extension of the Scheduled COD? (b) Is there a mechanism for the Concessionaire to claim cost compensation (not just time extension) in case delays are solely attributable to BWSSB? What is the maximum permissible CP Long-Stop Date under the CA, and what happens at that date if Conditions Precedent are still unsatisfied?	Tender conditions prevail. Please refer to clause 4.6 of the Concession Agreement.
160.	Concession Agreement	97	Art. 22 Def. 'Processing Fee'	Processing Fee – Indexation & Escalation	The Processing Fee is quoted per MMBTU and paid by the Concessionaire to BWSSB throughout the 20-year	Tender conditions prevail. The processing fee is not subject to any escalation mechanism.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					Concession Period. Please confirm: (a) Is the Processing Fee fixed for the entire Concession Period, or is it subject to any escalation mechanism (e.g., linked to WPI, CPI, or RBI reference rate)?	
161.	RFP	42	Cl 1.2, Art 6.1	CBG Offtake – BWSSB's Role & Risk	The Concessionaire is required to independently arrange Offtake Agreements with CGD/CNG entities or other buyers for the CBG Output. The RFP indicates BWSSB's objective includes 'sustainable revenue generation for the Authority through ensured methane-rich CBG Output.' Please clarify: (a) Will BWSSB facilitate or guarantee any CBG offtake arrangement, or is this entirely the Concessionaire's risk? (b) In the absence of a CGD offtaker (e.g., if GAIL or city gas distributor is not ready to accept CBG injection at a given site at COD), what alternate disposal mechanism is permissible under the CA? (c) Will BWSSB provide a Letter of Support or facilitate an MoU with the relevant CGD entity prior to bid submission?	Tender conditions prevail. Concessionaire is envisaged to identify Offtake mechanisms.
162.	Concession Agreement	84	Cl. 18.6; Schedule Q; Art. 22.4	By-Products – CO_2 and Digestate Revenue	Schedule Q of the CA references 'Potential for Additional Revenue from Generation of By-Products.' CO_2 recovered from the VPSA upgrading system is a potentially valuable byproduct. Please clarify: (a) What are the specific by-products the Concessionaire is permitted to monetize (e.g., CO_2, residual	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					sludge/ digestate)? (b) What is the revenue-sharing mechanism for by-products between the Concessionaire and BWSSB as referenced in Clause 18.6 of the CA? (c) Will the Concessionaire be permitted to install CO_2 liquefaction and storage equipment within the allocated site area to monetize CO_2?	
163.	Concession Agreement	84	Cl. 18.6; Schedule Q; Art. 22.4	Residual Sludge / Digestate	We understand that currently responsibility of disposing the sludge from the respective Sewage Treatment plants under this tender is with the Sewage Treatment Plant operator/BWSSB and shall continue to remain same. Please confirm.	Tender conditions prevail. Sludge management is not included in the scope of work of the Concessionaire as on date.
164.	RFP	Tech specs -4	Section 2.1	Scope & Design Capacity	The RFP specifies design capacities (e.g., Hebbal 7,200 m^3/day, V Valley 11,000 m^3/day), while Technical Specs indicate different gas generation figures (e.g., Hebbal 2,000 m^3/day, V Valley 8,550 m^3/day). Please clarify which figures are binding for plant design and bid evaluation.	Tender conditions prevail. The Concessionaire is to undertake their assessment of the biogas generation. Kindly refer to clause 18.11 of the DCA specifying that the Concessionaire may collaborate (at its own cost and risk) with the STP Contractors for the purpose of improving the quality, consistency, and/or quantity of the Raw Biogas supplied to the Concessionaire under this Agreement.
165.	Concession Agreement & RFP	28	Art.2	Offtake Arrangements	Please confirm whether BWSSB will facilitate offtake agreements with CGD operators or if the Concessionaire must independently negotiate and secure offtake contracts.	Tender conditions prevail.
166.	Concession Agreement & RFP	97	Art.22 Glossary	Processing Fee & Concession Fee	The methodology for calculating Processing Fee and Concession Fee is not clearly defined. Please provide the formula,	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
			"Processing Fee"		escalation mechanism, and whether these are linked to CPI/WPI or fixed for the concession period.	
167.	Concession Agreement	85	Clause 18.6(b)(v)	Revenue Sharing from By-Products	The Agreement states that by-product revenue is collected "on behalf of the Authority." Please clarify the revenue sharing ratio between BWSSB and the Concessionaire.	Tender conditions prevail. Please refer Clause 18.6 (b) (v) of the Concession Agreement.
168.	Concession Agreement	100	Article 24	Escrow Account Waterfall	The Escrow Agreement format is provided, but the payment priority (O&M, debt service, concession fee, etc.) is not defined. Please confirm the waterfall structure.	Tender conditions prevail. Please refer clause Clause 24.3 of the Concession Agreement.
169.	Concession Agreement	59	Article 13	Independent Engineer Costs	Who bears the cost of the Independent Engineer – BWSSB or the Concessionaire?	Tender conditions prevail. The Authority will bear the cost of Independent Engineer.
170.	Concession Agreement	102	Article 25	Insurance Requirements	Please specify minimum insurance coverage requirements (property, third-party liability, environmental liability, business interruption).	Tender conditions prevail.
171.	Concession Agreement	120	Article 29	Termination Compensation	The Adjusted Net Equity and Debt Due formulas are complex. Please provide worked examples for termination scenarios (Authority default, Concessionaire default, Force Majeure).	Tender conditions prevail.
172.	Concession Agreement	127	Article 32	Change in Law	The clause excludes Income Tax changes but is silent on GST, environmental cess, or carbon credit regulations. Please clarify treatment of such changes.	Tender conditions prevail. The said clause refers to net after-tax return..
173.	General Specifications	6	Section 2.8	Site Access & Utilities	The Concessionaire must arrange its own water and power supply. Will BWSSB provide temporary utilities during construction, or must bidders factor in independent arrangements?	Tender conditions prevail.
174.	General	8	Section 5.4, CA Art. 18	Environmental Compliance	We understand that existing Sewage Treatment Plant already have statutory environmental clearances and this being an	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
	Specifications Concession Agreement				extension of the same plant any necessary certification/approvals will be arranged by BWSSB. Please confirm.	
175.	Concession Agreement ; Technical Specs	51	Art. 10, Tech Specs Sec. 2.3	Land Tenure	We understand that land at STP sites will be provided free of cost and No lease/license/rentals are payable by concessionaire for the entire duration of contract. Please confirm.	Tender conditions prevail.
176.	General Specifications	6	Section 2.5	Interface with STP Operations	We understand that biogas pipeline connectivity from STP digesters to the purification plant shall be in the scope of BWSSB. Please confirm. Else please confirm the exact battery limits.	Tender conditions prevail.
177.	General Specifications	13	Section 7.3	Civil Works & Flood Levels	Please confirm the high flood level elevations at each site to ensure compliance with equipment placement requirements.	Tender conditions prevail. The Bidders are requested to carry out their assessment including visit to the sites.
178.	Technical Specifications Part -A; Concession Agreement	CA. 21	Clause 3.1 Article 18 Article 21	The Tender specifies indicative gas generation and gas composition values but does not prescribe minimum digester operating parameters to e maintained by BWSSB/STP Contractor.	Kindly specify the minimum process operating parameters to be maintained by BWSSB/STP Contractor including Digester pH. Digester Temperature. Alkalinity, Volatile Fatty Acid (VFA) concentration, VFA/Alkalinity Ratio, Total Dissolved Solids (TDS), Sulphate concentration, Orgamc Loading Rate (OLR), Volatile Solids Reduction (VSR), Sludge Solids Concentration and Digester Availability. Kindly also specify the monitoring frequency and repotting mechanism for the above parameters.	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which is indicative only. No guarantees would be provided by the Authority for the same.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
179.	RFP	20	Clause 3.2.3 and Clause 4.5(b)	Members whose credentials are elied upon must maintain prescribed equity throughout concession period.	It is requested that equity lock-in for technically/financially qualified members be restricted up to COD or 3 years after COD, after which transfer may be allowed with BWSSB approval.	Tender conditions prevail.
180.	RFP Technical Specs Part A	6	Definition of "Raw Biogas Clause 3.1	Raw Biogas is defined as methane-rich gas; Part A gas quality values are indicative and not binding on BWSSB.	Kindly specify minimum guaranteed raw biogas quality at Receipt Point, including minimum CH4 %, maximum H2S ppm, maximum moisture, ammonia, siloxanes and minimum calorific value. Gas below such threshold may be treated as Off-Spec Gas.	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which is indicative only. No guarantees would be provided by the Authority for the same.
181.	Technical Specs Part A	6	Clause 3.1	Indicative data says actual gas quality may vary and BWSSB shall not be liable for variation.	Kindly confirm whether BWSSB will provide 24 months' certified historical sitewise data for raw biogas quantity, CH4, C02, HIS, moisture, siloxanes, ammonia, digester downtime, STP shutdowns and sludge feed.	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which is indicative only. No guarantees would be provided by the Authority for the same.
182.	Technical Specs Part A	4	Clause 2.1, Article 1	Part A indicates current gas generation; CA defines higher design capacities: Hebbal 7,200 m^3/day, V valley 11,000 m3/day, valley 15,300 m3/day, Bellandur 6,900 m^3/day.	Kindly clarify whether bidders must design strictly for CA Design Capacity or current gas generation stated in Part A. If design is to be based on CA Design Capacity, will BWSSB guarantee raw gas availability up to such capacity?	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which is indicative only. No guarantees would be provided by the Authority for the same.
183.	RFP	97	Clause	Processing Fee is payable per	Kindly clarify whether Processing Fee shall be payable only on usable raw gas meeting minimum agreed	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
			1.20 Article 22, Clause 22.1 (a)	MMBTU of Raw Biogas accepted at Receipt Point.	specifications. Off-Spec Gas, gas below minimum CH4 %, high H2S gas, or gas not processable due to STP-side issues should not attract Processing Fee	is indicative only. No guarantees would be provided by the Authority for the same.
184.	Concession Agreement	97	Article 22, Clause 22.1 (b) to 22.1 (i)	Monthly Processing Fee Statement and invoice mechanism prescribed.	Kindly specify metering protocol: flow meter location, gas chromatograph location, calibration frequency, custody transfer standard, ISO 6976 calorific value calculation, Independent Engineer role, and procedure if Authority and Concessionaire readings differ.	Tender document conditions prevail. Bidders are requested to undertake their own assessment and Independent Engineer will include in their scope of work providing assistance to facilitate the said measurements.
185.	Concession Agreement: Part-B	94	Article 21,18; Part B Clause 15.6	Availability / KPI reports and production shortfall deductions are contemplated.	Kindly confirm that raw biogas shortage, off-spec gas, low methane %, high H2S, STP shutdown, digester maintenance, upstream blower failure, Authority/STP contractor failure and CGD nonacceptance shall be excluded from KPI / availability / penalty calculation.	Tender conditions prevail. Please refer Annexure 5 - Gas Generation Study which is indicative only. No guarantees would be provided by the Authority for the same.
186.	Concession Agreement RFP	80	CA- Article 17, Clause 17.1; Article 14, RFP- Clause 1.2(c)	COD to be achieved within 12 months from Effective Date; COD requires operational permits and approvals.	Kindly confirm automatic extension of time without LD for delays caused by statutory authorities, CGD entity, PESO, KSPCB, Electrical Inspectorate, Fire Department, 01SD, road cutting, pipeline permissions or any Government Authority.	Tender conditions prevail.
187.	Concession Agreement RFP	51	CA- Article 4, Article 10, RFP Clause 1.2(a)	Authority grants access / peaceful possession of Project Site.	Kindly confirm that project execution period / Scheduled COD shall commence only after issuance of a Site Readiness Certificate confirming land possession, access road, boundary, raw gas delivery flange, utility interface, drainage point and absence of encumbrances.	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
188.	Technical Specs Part A	5	Part-A Clause 2.4 ; Part-B Clause 2.8	Battery limits define purification plant inlet / outlet; Part B places utility arrangement obligation on concessionaire.	Kindly confirm that BWSSB / STP Contractor shall bear and maintain all upstream power and O&M costs up to the raw biogas delivery flange / Receipt Point, including digesters, gas holders, upstream blowers, mixing, heating and STP-side systems.	Tender conditions prevail.
189.	Technical Specs Part A	30	Annexure 4	CBG is to be injected into CGD network / supplied to Offtaker.	Kindly clarify responsibility for CGD tie-in, pipeline connectivity, road cutting, right of way, pressure compatibility, CGD approval, gas nomination, odorisation, metering integration and data sharing.	Tender conditions prevail. All responsibilities pertaining to CGD tie-in, connectivity etc. shall be with the Concessionaire
190.	Concession Agreement Technical Specs Part A	6	Clause-3.2	Concessionaire to sell CBG Output to Offaker.	Kindly permit alternative sale through CBG cascades, virtual pipeline, industrial consumers, OMC/CGD contracts, or other lawful buyers if CGD pipeline injection is delayed or unavailable.	Tender conditions prevail. The Concessionaire has flexibility to adopt most beneficial sales subject to provisions of the Concession Agreement.
191.	Technical Specs Part A	6	Clause-3.2	Final CBG quality must meet PNGRB/CGD requirements and IS 16087.	Kindly confirm that product quality requirements shall be limited to IS 16087:2016 / PNGRB specifications stated in the tender, and any additional CGD-specific requirement shall be treated as Change in Scope / Change in Law with cost and time relief.	Tender conditions prevail. Concession Agreement provides for consideration of change in law to the extent it affects business as elaborated in the relevant clauses.
192.	Technical Specs Part A	8	Part A — Clause 4.6	Membrane polishing unit mentioned for methane enrichment up to 299% and "incentivized" premium quality biomethane.	Kindly clarify whether membrane polishing unit is mandatory at all sites or optional only if required by Offtaker / CGD for premium quality. If mandatory, kindly specify payment / incentive mechanism for 299% methane purity.	Tender conditions prevail. Membrane polishing is mentioned as an indicative minimum requirement to produce high quality gas. Design Documents complying with related gas output shall be subject to review and approval as per the provisions of the Concession Agreement.
193.	Technical Specs Part A	24	Part A — Clause 14.7; Part	PGTR requires 3 consecutive days, 280% contracted design	Kindly confirm that PGTR capacity requirement shall be proportionate to actual raw gas supplied by BWSSB during	Tender conditions prevail.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
			B - Clause 14.2	capacity, quality samples every 4 hours and no interruption exceeding 2 hours.	the test period, and interruptions attributable to BWSSB/STP/CGD/Government Authorities shall not invalidate PGTR.	
194.	RFP Concession Agreement	35	RFP – Clause 16.1; ; CA – Article 9	Performance Security is Rs. 5 crores; O&M Security also applies under CA	It is requested that Performance Security be reduced to Rs. 2.5 crores or 2% - 3% of estimated project cost and reduced/ replaced by O&M Security after COD. Kindly clarify amount and validity of O&M security	Tender conditions prevail.
195.	Concession Agreement	100	Article 24 Clause 24.3 (c)	All CBG, byproduct, CER/VER and other revenues are routed through Escrow; Authority dues have strong priority. Authority may directly recover costs and damages from Escrow Account	Kindly clarify escrow waterfall priority between Authority dues, O&M expenses, debt service, damages and disputed amounts. Authority recovery from Escrow should be subject to notice, certification and dispute mechanism.	Tender conditions prevail.
196.	Concession Agreement	217	Schedule Q	By-product revenue and super-normal profit sharing are referenced.	Kindly provide detailed formula for by-product revenue sharing, carbon credit ownership, CER/VER sharing, super-normal profit calculation, IRR threshold and audit mechanism	Tender conditions prevail.
197.	Concession Agreement	120	CA- Article 29	Termination compensation framework exists.	Kindly confirm termination compensation for Authority Default, Force Majeure and Concessionaire Default, including Debt Due, Adjusted et Equity, Subordinated Debt and payment timelines.	Tender conditions prevail. Please refer Article 29 on Termination Compensation.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
198.	CA — Definitions: Hand-back Conditions / Requirements;	124	Article 31	Handback requires transfer of Project Site and Plant Infrastructure• Part B requires replenishment of spares and fire-safety items	Kindly define measurable hand back standards: residual life, performance threshold, safety compliance, equipment condition, mandatory spares and whether major replacements in final 36 months are excluded unless caused by concessionaire default.	Kindly refer Addendum-1.
199.	Part B	13	Part B — Clause 7.2, 7.3	Future expansion to double capacity and strict area limits: K&C 4,000 m^m, other sites 3,000 m^2.	Kindly clarify whether expansion readiness means only layout provision / space reservation, or current installation of oversized utilities, civil foundations, electrical systems and process equipment.	Tender conditions prevail. Expansion readiness is limited to layout and space requirements only but not oversized utilities, civil foundations, electrical systems, or process equipment.
200.	Part B -	23	Part B - Clause 13.2; Clause 13.3	Extensive drawing, design and document approvals required.	Kindly confirm that any delay beyond the stipulated Authority review period shall result in day-for-day extension of Scheduled COD and no LD.	Tender conditions prevail.
201.	Technical Specifications Part -A Concession Agreement	84	Article 18, Article 21	o minimum raw biogas production performance standard is prescribed for upstream STP digestion facilities.	Kindly define a "Raw Biogas Delivery Standard" at the Receipt Point and confirm that BWSSB/STP Contractor shall maintain digestion processes such that pH, temperature, alkalinity and other biological parameters remain within acceptable anaerobic digestion operating limits. Further confirm that any reduction in gas quantity attributable to failure of such parameters shall be treated as Authority Risk / Forced Unavailability and excluded from KPI, Availability and Production Shortfall calculations.	Tender conditions prevail. Please refer to the information about current gas quantity and quality provided in the technical specifications included in the tender documents. Bidders are requested to carry out their own assessment as well.
202.	Technical Specifications, Concession	82	Raw Biogas Quality; Scope of	The Tender does not define responsibility for protection of digesters from industrial effluent	Kindly confirm that BWSSB/STP Contractor shall ensure that industrial effluents, toxic chemicals, heavy metals, high salinity waste streams,	Tender conditions prevail. Current parameters of sludge composition, together with gas quality and quantity, are

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
	Agreement		STP Operations, — Article 18;	contamination, toxic loading, excessive salinity or inhibitory substances entering the STP system.	solvents, hydrocarbons and other inhibitory substances are prevented from adversely affecting sludge digestion systems. Further clarify the relief mechanism available to the Concessionaire if gas generation or methane quality deteriorates due to such upstream contamination.	included in the annexure to technical specifications. Bidders are requested to carry out their own assessment.
203.	Tech Specs, CA	14. 82, 98	Technical Specifications Part A – Site-wise Gas Generation; Concession Agreement – Article 1 (Design Capacity), Article 18 and Article 22	Gas generation figures are provided; however no guaranteed digester performance or sludge-feed quality standards are specified.	Kindly confirm whether BWSSB shall establish and maintain minimum digester performance standards including minimum sludge feed quality, minimum volatile solids destruction efficiency, minimum digester uptime and minimum raw biogas generation benchmarks. Further clarify the compensation, relief or adjustment mechanism available if gas generation falls below such benchmarks due to reasons attributable to BWSSB/STP operations.	Tender conditions prevail. Current parameters of sludge composition, together with gas quality and quantity, are included in the annexure to technical specifications. Bidders are requested to carry out their own assessment.
204.	RFP	28	Clause 4.5(i) – Financial Capacity (Turnover)		Kindly clarify that the phrase "last five (5) Accounting Years" shall mean the five completed and audited financial years immediately preceding the Bid Due Date, namely: • FY 2020–21 • FY 2021–22 • FY 2022–23 • FY 2023–24	Kindly refer Addendum-1.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
					• FY 2024–25 and that FY 2025–26 shall not be mandatory for qualification purposes, since statutory audit, approval and filing processes for FY 2025–26 may not have been completed as on the Bid Due Date.	
205.	RFP	26	4.5	Financial Capacity – Net Worth (Consideration of Consolidated Audited Financial Statements)	Kindly clarify and confirm that, for the purpose of evaluation of Net Worth under Clause 4.5(a), the Bidder shall be permitted to submit and rely upon the Consolidated Audited Financial Statements of the Bidder (including its subsidiaries, associate companies and group entities consolidated in accordance with applicable Accounting Standards and provisions of the Companies Act, 2013), in addition to Standalone Audited Financial Statements. Further, kindly confirm that Net Worth reflected in Consolidated Audited Financial Statements certified by the Statutory Auditor shall be considered for determining compliance with the prescribed Financial Capacity criteria.	Tender conditions prevail.
206.	RFP	28	Clause 4.5(i) –. Financial Capacity (Turnover)	Minimum Turnover: ₹182 Crores in any 2 of the last 5 Accounting Years.	It is requested to reduce the minimum turnover requirement from ₹182 Crores to ₹75–100 Crores or align it with the project size. As this is a specialised CBG/Biogas project, technical expertise, technology capability and O&M experience are more critical than turnover alone.	Tender conditions prevail.
207.	Technical Specifications Part A and DCA	6 of Tech specs	Part A – Raw biogas quality	Indicative gas quality data provided; no minimum guaranteed gas quality specified.	Kindly specify minimum guaranteed Raw Biogas quality at the Receipt Point, including methane %, H_2S limits, moisture and calorific value. Also clarify treatment of	Tender conditions prevail. The current raw biogas quality is provided in Annexure 5 - Gas Generation Study which is indicative only. No guarantees

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
			Article 22 of DCA		off-specification gas and relief available for significant variation from indicated values.	would be provided by the Authority for the same.
208.	RFP & CA	35	16 of RFP	Performance Security of ₹5.00 Crores.	It is requested to reduce the Performance Security from ₹5.00 Crores to ₹2.50 Crores, or alternatively allow reduction after successful COD and PGTR completion, considering the substantial project investment and long-term PPP obligations.	Tender conditions prevail.
209.	RFP	50	Form TS1	Technical Specifications / Process Design Section	We request clarification as to whether HPWS or membrane scrubbing (as standalone technologies) will be acceptable in lieu of the VPSA + two-stage membrane combination specified in the RFP. If not, kindly confirm whether the specification is technology-prescriptive and the rationale thereof, so that bidders may plan accordingly. We request that BWSSB consider adopting a performance-based output specification (i.e., CBG quality conforming to BIS 16087:2016) rather than mandating a specific technology/process.	Tender conditions prevail. Technical Specification are the minimum requirements. Any improvements and advancement can be included.
210.	RFP	50	Equipment / Material Specifications / Approved Makes List	Technical data sheet for proposed equipment	We request BWSSB to: (i) Confirm and publish a revised, verified list of approved makes for all major bought out items with accurate and complete manufacturer names. Clarify whether bidders may propose equivalent/alternate makes (with supporting technical documentation) subject to BWSSB's approval during evaluation. This will ensure accuracy in procurement and prevent any disputes at the equipment approval stage during project execution.	Tender conditions prevail. Suggested makes/brands are provided in the respective Specifications. The Concessionaire can propose equivalent or better makes/brands subject to approval by the Authority in accordance with the provisions of the Concession Agreement.

SN.	Document	Page	Clause	Head of Queries / Tender Conditions	Queries / Suggestions / Clarifications sought	BWSSB's Response
211.	RFP	70	Scpe of Work / Equipmen t Schedule	Gas Genset	We request BWSSB to: (i) Confirm whether the Gas Genset is indeed part of the concessionaire's scope and, if so, clarify its purpose (e.g., captive power generation from tail gas, backup power, etc.). (ii) Clarify whether power supply for plant operations is the responsibility of BWSSB or the concessionaire, and the basis of power tariff applicable (as noted, the RFP specifies ₹6.25/kWh for power consumed by the concessionaire). If the Genset is included in error or as an optional item, kindly issue a corrigendum to remove or clarify its status.	Tender conditions prevail. Gas engine is not part of Concessionaire Scope.

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